

## General Contract for Services

This contract for services ("This Contract") is made effective as of 10/7/10, by and between Buccaneer Satellite Inc, at 615 Ave b, STE. C , Longview, Tx, 75604 and the following "contractor."

Contractor:

Stephen Lott

**DESCRIPTION OF SERVICES.** Beginning 2010, October 7 will provide to Buccaneer Satellite, Inc the following Services (collectively, the "Services"):

Installation of satellite equipment, including:

1. Running NEW RG-6 solid copper cable to each receiver from the dish antenna
2. Mounting of the dish antenna at an agreeable location with the customer
3. Grounding/ Bonding the receiver according to NEC standards, or local electrical codes.
4. Activation of the satellite system while at customer's home.
5. Contractor shall follow DTV installation guidelines at all times
6. Provide customer with adequate training on the use of their satellite system
7. Call designated "check in, and closeout line" from the customer's house to closeout work order.
  - a. Closeout line for all other work order types will be provided after start date.
  - b. Buccaneer Satellite, Inc. at its sole discretion, may change or amend the closeout line telephone numbers at any time, with notification to the contractor.
  - c. Buccaneer Satellite, Inc. may, at its option, amend, modify, otherwise change or delete any number at any time with notification to contractor.
8. Contractor will call all customers on his/ her route no later than 8:00am local time for morning appointments, and 12:00pm local time for afternoon appointments, for the sole purpose of giving customers an estimated time of arrival (ETA).
9. All land travel (within attached counties of coverage) of the city center for which the contractor is based, unless alternative arrangements have been made, in writing, with Buccaneer Communications, Inc.
10. Contractor shall furnish digital pictures of the work that is completed by contractor, or contractor's sub-contractors when they turn in there work orders every morning the contractor is scheduled to work.
  - a. Picture of the grounding location
  - b. Picture of the entry point of the coax into the house.
  - c. Picture of TV's showing that a telephone line is connected (if necessary).
11. All work orders will REQUIRE that you connect telephone lines to all receivers that are installed utilizing existing telephone jacks. You agree to connect these telephone lines, and, if necessary, have the appropriate equipment on your truck to install telephone jacks (and/or wireless jacks) for the customer.
12. Any custom labor money will be collected from the customer with the check made out to Buccaneer Satellite. You agree to keep pricing within the approved and published DTV guidelines
13. Any job that is not documented and that DTV considers a missed on-time guarantee is unacceptable and contractor will be charged a \$100 fee for missed appointment time.
14. If a tech cannot reach a customer they must notify our office so we can document the account. If the house is a no line of site, the contractor must call into the multiband supervisor, as well as the buccaneer local office to note the account. Another tech will then be dispatched to offer a second opinion. If the customer wants to cancel, the contractor must call the Buccaneer office before he, or she leaves the job.
15. All contractors must call in, and close any jobs once completed. Failure to check in could result in termination of contract.
16. Contractors will be responsible for supplying all drop materials used on an installation such as cable, fittings, etc and they must be DTV approved materials.



**BUCCANEER EQUIPMENT POLICY.** All contractors checking out DTV equipment will receive a signed quantity sheet showing what receivers were checked out. If the contractor loses his or her receivers, they will be charged for the receivers, as well as any restocking fees incurred by the client. Any drop material such as cable, fittings, ECT. are not to be sold to any other person or entity. Failure to adhere to this policy could result in termination of the contract.

Receiver cost:	Basic receiver	\$75.00
	Dvr	\$150.00
	Hi-def	\$ 250.00
	Hi-def DVR	\$ 350.00

**Training Policy,** All contractors will be required to complete a training program provided by Buccaneer Satellite, and must pass any certification exam provided by the client. All contractors will be paid at a rate of \$64.00 a day throughout the training period. Contractor is responsible for payment of all training certificates.

**Quality Control Policy,** All contractors will be inspected throughout the week. Inspections will be noted, and reviewed on a continues basis. The contractors pay rate will be determined based on their quality level.

**PAYMENT FOR SERVICES.** In exchange for the services, Buccaneer Communications Inc. will pay contractor the following rates for work that is correctly completed, activated with programming and for which proper documentation has been submitted to Buccaneer Satellite Inc. Place of business. Paperwork must be completely filled out and signed by customer for it to be considered properly completed. Payment is forwarded to contractor when payment is received from clients for the work.

DTV	One receiver system:	level 1 : \$60.00
	Additional Receivers:	\$15.00 each receiver.

Service call rate	\$20.00
Upgrade	\$20.00
KA/KU	\$10.00
International Dish	\$10.00
Second Dish	\$10.00
Quality check	\$10.00

**TERM.** This contract may be terminated by either party upon 30 days prior written notice to either party, with or without cause. Except that Buccaneer Satellite, Inc. may terminate this contract immediately for failure to perform, or properly perform under this contract.

**CHARGEBACK POLICY:** Contractors are responsible for chargebacks that are incurred by Buccaneer Satellite, Inc. This consists of but not limited to:

FSR/WMT	\$40
OTG	\$100
OOP	\$2500

Damage Claims: depend on amount of claim

Receivers: see schedule of pricing above

SERVICE CALLS: \$50 (within 90 days)

**NON COMPETE.** Contractor agrees not to compete for business with companies or individuals that Buccaneer Satellite, Inc has active or terminated contracts with for a period of 60 months following the termination of this contract. Contractor further agrees not to solicit or recruit other contractors or employees of Buccaneer Satellite, Inc, or any of Buccaneer Satellite Inc contractors, past or present. In consideration, contractor agrees to pay Buccaneer Satellite Inc the sum of \$100,000 as liquidated damages for each breach of this clause in this contract. Exception to this clause is made for companies that contractor is/was already doing business with on or before the date of this contract.

**INDEPENDENT RELATIONSHIP.** It is mutually understood and agreed that the relationship between Independent contractor/Installer and Buccaneer Satellite Inc. is that of independent contractors and shall not be

construed as a joint venture, partnership or principal/agent relationship, and under no circumstances shall the employees of one party be deemed to be the employees of the other party for any purpose. At no time will independent contractor be considered an employee of Buccaneer Satellite Inc and is solely responsible for filing appropriate tax documents with the IRS in a timely manner. Independent contractor will not be eligible for any kind of employee benefits.

**CONFIDENTIALITY.** Contractor, and it's employees, agents, sub-contractors, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to Buccaneer Satellite Inc. Contractor and its employees, agents, sub-contractors, or representatives will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this contract.

Under this contract, contractor will return to Buccaneer Satellite Inc. all records, notes, documentation, and other items that were used, created, or controlled by Contractor during the term of this contract.

**NO CUSTOMER COLLECTION.** The customer is not to be contacted after the installation has been completed, unless specifically directed to do so by the management of Buccaneer Satellite Inc. Under no circumstances may the contractor look to the customer for payment of amounts claimed owing from Buccaneer Satellite Inc. Contractor's sole remedy for a claim of payment owing from Buccaneer Satellite Inc. is to submit to binding arbitration as outlined in this contract. Installer agrees to never file a mechanics lien against customer or Buccaneer Satellite Inc. For any amount claimed owing for installation, or other services. Installer further agrees not to assign, sell, or transfer debt to any entity or person including but not limited to attorneys, collection agencies or debt service companies. Contractor further agrees to pay Buccaneer Satellite Inc. \$100,000 for each breach of this clause, as liquidated damages.

**BINDING ARBITRATION.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration proceedings conducted in Pinellas County, Florida, in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. All costs and expenses of the arbitrator(s) and all costs and expenses of experts, attorneys, witnesses and other parties retained by the prevailing party shall be borne by the party that does not prevail in such arbitration. The parties further agree that arbitration proceedings must be instituted within 180 days after an allegedly aggrieved party to this agreement has actual knowledge of such claim or controversy, and that the failure to institute arbitration proceedings within such time period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims. The parties further agree that the substantive, evidentiary and procedural laws of the state of Florida shall be applied in such proceedings. The parties further agree that for purposes of interpretation of this agreement, or any provision thereof, in the course of any arbitration proceeding as referred to in this paragraph, this agreement shall be interpreted or construed as having been jointly drafted by the parties, and any provision of the law to the contrary is hereby expressly waived.

**INSURANCE.** Contractor understands that the contractor's relationship with Satellite, Inc. is strictly that of an "independent contractor," and therefore contractor is responsible for providing his/ her own insurance, including, but not limited to the following:

1. General Liability insurance (\$1,000,000. Per occurrence)
2. Automobile Insurance
3. Workman's compensation insurance
4. Accidental death/ dismemberment insurance
5. Disability insurance.

**TAX.** Contractor understands that his relationship with Buccaneer Satellite, Inc. is strictly that of an independent contractor, and therefore contractor is liable for all taxes owed on monies transferred to the contractor

**INDEMNIFICATION.** Contractor agrees to indemnify and hold Buccaneer Satellite, Inc. and it's owners harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Buccaneer Satellite Inc. that result from the acts or omissions of contractor and/or contractor's employees, agents, or representatives.

**WARRANTY.** Contractor shall provide a warranty of 90 Days on all workmanship on all installations. Any repeat service call within 90 days is subject to a charge of \$50.00 for each occurrence

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws of the state of Florida, Texas and Louisiana

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:  
Buccaneer Satellite, Inc

BY:

Candy Tyre  
President

Contractor:

  
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BY:

Date: 10 / 7 / 10